

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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VIRGINIA C. KUKUK,

Plaintiff-Appellant,

v

HSBC BANK USA, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR SEQUOIA  
MORTGAGE TRUST 2007-3, MERRILL  
LYNCH CREDIT CORP., PHH MORTGAGE  
CORP., TROTT & TROTT, P.C., and NEW  
CENTURY MORTGAGE CORP.,

Defendant-Appellees.

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UNPUBLISHED

January 14, 2014

No. 310616

St. Clair Circuit Court

LC No. 10-002949-CZ

Before: M. J. KELLY, P.J., and CAVANAGH and SHAPIRO, JJ.

SHAPIRO, J. (*concurring*).

I concur in affirming the dismissal of plaintiff's claims.

First, I agree with the majority that the execution of an assignment of a mortgage note in blank does not, in and of itself, create a defect of title when the assignment is later completed and recorded. For this reason, I concur in the conclusion that there was no violation of either the FDCPA or the MRCPA and that there was no actionable fraud in the inducement.

Second, although plaintiff suggests that some of the defendants made misrepresentations to her in 2008 as to how to complete her attempts to bring her loan payments up-to-date, she provides neither evidentiary-supported details of these allegations nor a clear argument linking the allegations to a specific cause of action.

Third, I concur in the dismissal of the abuse of process claim. Plaintiff has clearly demonstrated an improper and possibly felonious<sup>1</sup> act in the alteration of the recorded loan

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<sup>1</sup> See MCL 750.248b.

modification agreement after she had signed it. However, plaintiff has not offered any clear allegations, let alone proofs, of an ulterior motive as is required for such a cause of action.

/s/ Douglas B. Shapiro